

AMENDMENT NO. TWO

This Amendment made this 31st day of December, 1982, by and between
United Inter-Mountain Telephone Company ("Telephone Company") and _____
Johnson City Power Board ("Electric Company").

WITNESSETH

WHEREAS, Telephone Company and Electric Company entered into an
Agreement dated July 1, 1980 (the "Agreement") and
Amended December 31, 1980 (the "Amendment") which Agreement and
Amendment contain the terms and conditions governing the joint use of their
respective poles for the 1980 and subsequent calendar years at the annual rate
of \$7.40 per pole attachment (the "New Rate"); and

WHEREAS, Telephone Company and Electric Company now desire to amend
the Agreement to provide that the New Rate shall be \$9.25 ("The New Rate")
per pole attachment subject to the Provisions of ARTICLE XIII "Periodical
Revision of Adjustment Payment Rate",

NOW, THEREFORE, the parties hereto agree as follows:

Paragraph A of Article XII of the Agreement is hereby amended to read
as follows:

"A. For 1982 and subsequent calendar years, adjustment payments per
pole due from either party as Licensee to the other party as owner shall, subject
to the provision of Article XIII, be \$9.25 per annum."

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to
be executed in duplicate, and their corporate seals to be affixed thereto by
their respective officers thereunto duly authorized, on the day and year first
above written.

ATTEST:

JOHNSON CITY POWER BOARD

[Signature]
Secretary

By: [Signature]

ATTEST:

UNITED INTER-MOUNTAIN TELEPHONE COMPANY

[Signature]
Secretary

By: [Signature]

EXHIBIT

C